

Vol. 1185 Page 13072

as Grantor, KLAMATH COUNTY TITLE COMPANY

as Beneficiary,

WITNESSETH:

as Beneficiary, _____

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in _____ County, Oregon, described as:

Klamath _____

_____ situated in the _____ of Section 10, Township 39 _____ described in deed _____

Grantor irrevocably grants, bargains, sells, conveys and assigns unto the undersigned, the County, Oregon, described as:

in Klamath County, Oregon, described as:

A tract of land situated in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, Township 39 South, Range 9 EWM, said tract being a portion of tract described in deed from Petric to McNeely recorded in Volume M71 page 12811, Deed records of Klamath County, Oregon, being more particularly described as follows:

Beginning at an iron pin located 655 feet South and 30 feet West of the Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 10, said point lying on the West boundary of Summers Lane; thence West along the North line of the above-described tract a distance of 237.0 feet; thence South a distance of 85.0 feet to a point; thence East a distance of 237.0 feet, more or less, to the West right of way line of Summers Lane; thence North 85.0 feet more or less to the point of beginning.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal of office, this 10th day of June, 1906.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Forty-one thousand and no/100s Dollars, with interest thereon according to the terms of a promissory note made by grantor, the final payment of principal and interest hereof, if

note of even date herewith, payable to beneficiary or order and made by grantor, the _____, 19____,
not sooner paid, to be due and payable _____ by this instrument is the date, stated above, on which the final installment of said note
the maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note
to the described property, or any part thereof, or any interest therein is sold, agreed to be
of the beneficiary, or

note of even date herewith, payable to beneficiary of said note, 19____, not sooner paid, to be due and payable _____.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, or then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

_____ hereby certifies that the above described property is not currently used for agricultural, timber or grazing purposes.

_____ hereby certifies that the making of any map or plat of said property: (b) join in any _____ join in any _____

The above described real property is not:

To protect the security of this trust deed, grantor agrees:
to protect, preserve, and maintain said property in good condition

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and to commit or permit any waste of said property.
2. To maintain, promptly and in good and workmanlike manner, all buildings, improvements, fixtures, and damaged or

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to execute and cause to be filed with the Uniform Commercial Code in execution of financing statements pursuant to pay for filing same in the public office or offices, as well as the cost of all lien searches made by proper public office or offices, as may be deemed desirable by the beneficiary, and to continuously maintain insurance on the buildings owned by the beneficiary, and to cause to be paid for any loss or damage by fire or other cause.

proper public utility, and the insured shall not be liable for any loss or damage to the buildings by filing officers or searching agencies as may be determined by the court.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire, theft, explosion, riot, strike, sabotage, terrorism, or any other cause, insurable value, written in and such other hazards as the beneficiary may from time to time require, in the sum of \$ _____, to be paid to the latter; and

[illegible][illegible]

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of the beneficiary's or trustee's attorney's lien, to defend the beneficiary or trustee and to pay all costs and expenses, including evidence of title mentioned in this paragraph. If all claims shall be the amount of attorney's fees and in the event of an award from any judgment or order by the court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

8. I hereby agree that: _____

It is mutually agreed that:

[illegible]

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

[illegible]

legally entitled thereto, and truthfulness thereof. Trustee's fees for any services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by attorney, enter upon the indebtedness hereby secured, regard to the adequacy of any security for the indebtedness hereby secured, enter the name sue or otherwise collect the same, or any part thereof, including those past due and unpaid, and apply the same, issues and profits, including those past due and unpaid, and apply the same, to the payment of the indebtedness hereby secured, and in such order as beneficiary may determine.

less costs and expenses of liquidation secured hereby, and in such case the net proceeds shall be distributed first to pay the interest on the Debtor's fees upon any indebtedness secured hereby, and thereafter to the Debtor's attorney as hereinafter determined by the court.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the insured property, and the application or release thereof as aforesaid, shall not cure or discharge the Debtor from its obligations under the above recited leasehold mortgage, nor shall it waive any default or notice of default hereunder or invalidate any act done by the Debtor after the date of the entry upon and taking possession of said property, except to the extent of payment of any indebtedness secured hereby.

[illegible][illegible]

14. Therefore, the sale shall be held on the date and at the time may place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and all such sales shall be made by public auction to the highest bidder. The purchase price shall be payable at the time of sale. Trustee shall deliver to the purchaser a deed in its deed in form as required by law. Express or implied covenants shall be without any covenant or warranty and shall be conclusive proof of the truthfulness thereof. Any person signing the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When Trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in-
cluding the compensation of the trustee and a reasonable fee to be charged by trustee's
attorney, (2) to the obligation secured by the trust deed, (3) to all persons
having recorded liens on the interest of their prior in interest and (4) the
deed as their interest may appear in the order of their priority entitled to such
surplus. If any, to the grantor or to his successor in interest entitled to such
surplus. Trustee may from time to time appoint a successor or successors
to perform the duties hereunder.

[illegible]

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of record of any action or proceeding in which grantor, beneficiary or trustee is or may be a party. No hearing is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto except a Trust Deed executed in favor of Klamath First Federal Savings & Loan Association, recorded December 21, 1983, in Volume M83 at page 21711; which Trust Deed shall be the sole obligation of the Seller herein and and that he will warrant and forever defend the same against all persons whomsoever. Buyers shall be held harmless thereof.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a)* primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below),
(b) ~~for an organization, or even if grantor is a natural person are for business or commercial purposes other than agricultural purposes.~~

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

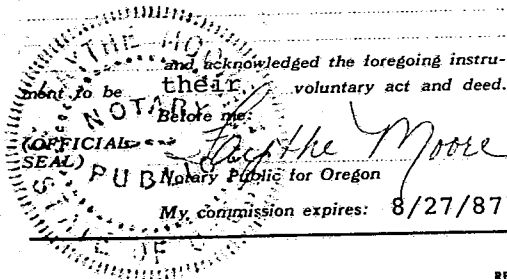
IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON,)
County of Klamath) ss.
August 14, 1985

Personally appeared the above named
George W. McKeever III and
Cheryl D. McKeever



STATE OF OREGON, County of) ss.
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Personally appeared and
who, each being first
duly sworn, did say that the former is the
president and that the latter is the
secretary of

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.
Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: , Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to

DATED: , 19

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

KCTC - Collection #

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON
County of Klamath) ss.

I certify that the within instrument was received for record on the 19th day of August, 1985, at 12:09 P.M., and recorded in book/reel/volume No. M85 on page 13072 or as fee/file/instrument/microfilm/reception No. 52232, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Pam Smith, Deputy

Fee: \$9.00